

This document was prepared by John C. Morris, III, 2309 Oliver Rd., Monroe, Louisiana 71201.
Telephone: (318) 330-9020

INDEXING INSTRUCTIONS:
LOT 18, SMOKEY HOLLOW FARMS SUBDIVISION, SEC 33, T3S, R5W, DESOTO COUNTY, MS.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the undersigned, grantor (s) **HOMEcomings FINANCIAL NETWORK, INC.**, do hereby convey, and warrant specially unto grantee (s) **ROBERT BONDS**, the following described property situated in DESOTO County, Mississippi, to-wit:

SEE ATTACHMENT EXHIBIT "A"

City, County, and State ad valorem taxes for the year 2003 are to be pro-rated as of the date of delivery of this deed.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all easements for public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the 13 day of May, 2003.

HOMEcomings FINANCIAL NETWORK, INC. BY ITS ATTORNEY-IN-FACT FAIRBANKS CAPITAL CORP.

BY:

Dennis Cook
DENNIS COOK, DOC. CONTROL OFFICER

STATE OF

Utah

COUNTY OF

Salt Lake

STATE MS. - DESOTO CO.
FILED

JUN 17 11 22 AM '03

BK 446 PG 376
W.F. DAVIS CH. CLK.

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the 13 day of May, within my jurisdiction, the within name Dennis Cook who acknowledge that he/she is Doc Control Officer of FAIRBANKS CAPITAL CORP., a corporation which is the Attorney in Fact for HOMEcomings FINANCIAL NETWORK, INC., a corporation, and that for and on behalf of the said FAIRBANKS CAPITAL CORP. in its representative capacity as Attorney in Fact for HOMEcomings FINANCIAL NETWORK, INC., that he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY



GRANTOR:
HOMEcomings FINANCIAL NETWORK
3815 SOUTH WEST TEMPLE
SALT LAKE CITY, UT. 84115
801-293-1883

GRANTEE:
ROBERT BONDS
128 E. COLLEGE AVE
HOLLY SPRINGS, MS. 38635
662-252-1242

Exhibit "A"

Lot 18, Smokey Hollow Farms Subdivision, situated in Section 33, Township 3 South, Range 5 West, DeSoto County, Mississippi as per plat recorded in Plat Book 8, Pages 37-39, Chancery Clerk's Office. DeSoto County, Mississippi.

Being the same property conveyed to Michael L. Lester and Tracy L. Lester from Richard L. Stock and Patsy M. Stock executed 8-13-97 in Book 320, Page 339.

Hinds, Salt Lake, Forrest
894
6-1-01
and J.

748690

BK 0446 PG 0374

7823837

333

02/20/2001 12:16 PM 14-00
Book - 8425 Pg - 4341-4343
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FAIRBANKS CAPITAL CORP
3815 S WEST TEMPLE
SALT LAKE CITY UTAH 84115
BY: ARG, DEPUTY - WI 3 P.

BOOK 5535 PAGE 085

Limited Power of Attorney

This Limited Power of Attorney is executed as of February 14, 2001, by HOMECOMINGS FINANCIAL NETWORK, INC., having an office at 9275 Sky Park Court, 3rd Floor, San Diego, California 92123 ("Owner"), appointing as attorney-in-fact FAIRBANKS CAPITAL CORP., a Utah corporation having an office at 3815 South West Temple, Salt Lake City, Utah 84115-4412 ("Fairbanks").

2003118

BOOK 1 PAGE 36 GI ASD R

RECITALS:

B&P SI 86

A. Owner and Fairbanks entered into a Servicing Agreement ("Servicing Agreement") effective as of October 13, 2000, pursuant to which Fairbanks will service certain mortgage loans and/or REO Properties as more particularly described on the schedules provided to Fairbanks by Owner (collectively, "Mortgage Loans") on behalf of the Owner;

B. In connection with Fairbanks' performance of such functions, Fairbanks has requested that the Owner authorize Fairbanks to execute certain documents on the Owner's behalf as further described herein.

Fairbanks is authorized to act as attorney-in-fact in the following limited circumstances:

Book 7 Page 015

Owner hereby appoints Fairbanks as its attorney-in-fact, with full power of substitution, to exercise at any time all or any of the following powers: (i) to execute on behalf of Owner any documents or instruments necessary to collect payments against, to liquidate or cancel any mortgage subject to the Servicing Agreement in accordance with such Servicing Agreement, and to otherwise manage and service the Mortgage Loans and properties in accordance with the Servicing Agreement; (ii) to execute on behalf of Owner any assignments, documents or instruments necessary to assign, convey, or otherwise transfer its interest in the Mortgage Loans as per the Servicing Agreement; (iii) to execute documents on behalf of Owner in connection with any bankruptcy or receivership of a mortgagor whose Mortgage Loan is subject to the Servicing Agreement; (iv) to execute on behalf of Owner any documents necessary to carry out foreclosure of any mortgaged property securing a Mortgage Loan subject to the Servicing Agreement; (v) to execute on behalf of the Owner any necessary documents to effectuate an eviction, unlawful detainer or similar dispossession proceeding, and (vi) to execute on behalf of Owner any documents necessary for the offer, listing, closing of sale and conveyance of real estate owned ("REO") property in accordance with the terms of the Servicing Agreement. This limited power of attorney is not intended to extend the powers granted to Fairbanks under the Servicing Agreement or to allow Fairbanks to take any action with respect to a Mortgage Loan not authorized by the Servicing Agreement.

C. Owner represents that any bank, title company, courts, governmental agencies, or other institutions may rely on this Limited Power of Attorney in honoring the acts of Fairbanks hereunder.

Prepared by & Return TO:
Morris & Assoc.
1820 Ave of America
Monroe, La. 71201
318-340-6474

STATE OF MISSISSIPPI CHANCERY CLERK
PRENTISS COUNTY OFFICE
I certify that this instrument was filed for the
record at 3:25 o'clock P.M. on
the 18 day of Dec 2001
in my office and was recorded in book
8425 Page 4341
GARY W. OTT
RECORDER

BOOK 0895 PAGE 062

BK 8425 PG 4341

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D. Fairbanks hereby agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by Fairbanks of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

Book 7 Page 016

E. This Limited Power of Attorney is entered into and shall be governed by the laws of the state of Utah. To the extent permitted by other applicable law, the terms and provisions of this Agreement shall control in the event of any conflict between such terms or provisions.

F. This Limited Power of Attorney shall terminate on the termination of the Servicing Agreement and shall not apply to a Mortgage Loan that has been transferred into a security or otherwise conveyed to a third party by Owner.

IN WITNESS WHEREOF, the parties have executed this Limited Power of Attorney on the day and year first above written.

HOMEcomings FINANCIAL NETWORK, INC.

FAIRBANKS CAPITAL CORP.

By:
Its:

Karlyn Kent
SVP

By:

WITNESS:

Wit. [Signature]

By:
Its:

WITNESS:

Capricia D. [Signature]

WITNESS:

Wit. [Signature]

WITNESS:

Wit. [Signature]

STATE OF MISSISSIPPI
COPIAH COUNTY

11:20 AM 5-1-2003

IN B 7 P 015

I CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD BY STEVE AMOS, CHY CLK Kim Hemphill

